

**AGREEMENT BETWEEN**

**KING COUNTY**

**AND**

**TECHNICAL EMPLOYEES ASSOCIATION**

**Department of Transportation - Staff (422) and Supervisors (423)**

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**TECHNICAL EMPLOYEES ASSOCIATION**  
**PREAMBLE**

These Articles constitute an Agreement between King County (County) and the Technical Employees Association (hereinafter referred to as the “Association” or “TEA”).

1 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

2       **2.1 Recognition:** The County recognizes the Association as the exclusive bargaining  
3 representative with respect to wages, hours and working conditions of employment for all employees  
4 in the Design and Construction section of the Transit Division of the Department of Transportation,  
5 excluding managers, confidential employees, short term temporary employees and all other  
6 employees of the employer. This agreement covers two separate bargaining units:

7               **A)** All employees excluding supervisors and

8               **B)** Supervisors

9       **2.2 Association Membership:** It shall be a condition of employment that all employees  
10 covered by this Agreement who are members of the Association in good standing on the effective  
11 date of this Agreement shall remain members in good standing or pay an agency fee. It shall also be  
12 a condition of employment that all employees covered by this Agreement and hired or assigned into  
13 the bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of  
14 such employment, become and remain members in good standing in the Association or pay an agency  
15 fee.

16 Failure by an employee to satisfy the above paragraph of this section shall constitute just cause for  
17 dismissal provided TEA notifies the County and the affected employee of its intent to seek dismissal  
18 of the affected employee within thirty days of making a request for dismissal. At the expiration of  
19 thirty days notice, TEA may request dismissal in writing. Discharge must occur within thirty days of  
20 such request.

21       **2.3 Exemption:** Nothing contained in 2.2 shall require an employee to join the Association  
22 who objects to membership in the Association on the grounds of a bona fide religious objection, in  
23 which case the employee shall pay an amount of money equivalent to the regular Association dues  
24 and initiation fee to a non-religious charity or to another charitable organization mutually agreed  
25 upon by the employee affected and the bargaining representative to which the employee would  
26 otherwise pay the dues and initiation fee. The employee shall furnish written proof that such  
27 payments have been made. If the employee and the Association are unable to agree on the charity the  
28 Public Employment Relations Commission shall designate the charity.

1           **2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an  
2 employee, the County shall have deducted from the pay of such employee the amount of dues as  
3 certified by the secretary of the Association and shall transmit the same to its treasurer. The  
4 Employer shall notify the Association of changes in employment status on a monthly basis.

5           **2.5 Indemnification:** The Association will indemnify, defend and hold the County harmless  
6 against any claims made and against any suit instituted against the County on account of any check-  
7 off of dues for the Association. The Association agrees to refund to the County any amounts paid to  
8 it in error on account of the check-off provisions upon presentation of proper evidence thereof.

9           **2.6 Maintenance of Working Conditions:** The County recognizes its obligation to negotiate  
10 wages, hours and working conditions with TEA.

**ARTICLE 3: RIGHTS OF MANAGEMENT**

The management of the County and the direction of the work force are vested exclusively in the County, except as may be limited by the express written terms of this Agreement.

1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2       **4.1** The Agreement expressed herein in writing constitutes the entire Agreement between the  
3 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

4       **4.2** The parties acknowledge that during the negotiations which resulted in this Agreement,  
5 each had the unlimited right and opportunity to make demands and proposals with respect to any  
6 subject or matter appropriate for collective bargaining, and that the understanding and agreements  
7 arrived at by the parties after the exercise of that right and opportunity are set forth in this  
8 Agreement. Therefore, the County and TEA, for the life of this Agreement, each voluntarily and  
9 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain  
10 collectively with respect to any subject or matter.

11       **4.3 Modification:** Should the parties agree to amend or supplement the terms of this  
12 Agreement, such amendments or supplements shall be in writing and effective when signed by the  
13 parties.

1 **ARTICLE 5: DISCIPLINE AND PROBATION**

2       **5.1 Discipline:** The County may discipline an employee for just cause. Discipline may  
3 include, but is not limited to, verbal or written reprimands, delayed salary step increase, demotion,  
4 disciplinary transfers, suspensions without pay and/or discharge of the Employee.

5       Prior to any disciplinary action being taken an investigation will be conducted. The  
6 Employee will be advised of the basis of any disciplinary action and given the opportunity to respond  
7 prior to the implementation of the discipline. The type and severity of disciplinary action will be  
8 consistent with the nature and severity of the behavior that led to the disciplinary action. In  
9 determining appropriate disciplinary action, The County will also consider mitigating circumstances,  
10 which may include the Employee's work record. Probationary and Term Limited Employees are not  
11 subject to the definitions or provisions in this Article.

12       **5.2 Probation:** New Employees, including those new to a position, shall be subject to a six  
13 (6) month probationary period. Employees who have been assigned to a position as an acting or TLT  
14 shall be provided credit for such time toward this period, at the discretion of the appointing authority.  
15 A probationary period may be extended beyond six (6) months, but no more than 12 months, upon  
16 agreement of the County, the employee, and the TEA.

17       **5.3 Probationary period upon Promotion:** An employee who does not successfully  
18 complete the probationary period in a position to which the employee has been promoted shall be  
19 restored to the employee's former position, former salary, and all other benefits to which the  
20 employee would have been entitled if the promotion had not occurred if the former position is still  
21 vacant (has not been offered and accepted by an applicant), and the position still exists. Provided  
22 further, there are no reversion rights if the employee is discharged for cause.

**ARTICLE 6. GRIEVANCE PROCEDURE**

**6.1 Nature of the Procedure:** Any dispute between the County and TEA, or between the County and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

The County will attempt to hold grievance hearings during normal working hours. Employees involved in such grievance hearings during their normal County working hours shall be allowed to do so without suffering a loss in pay, including the grieving employee, any employee involved as a witness and/or any employee representing TEA.

Unless otherwise indicated, days in this Article will mean calendar days. Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. If the County fails to respond within the designated time frames, TEA may, at its option, continue to demand a response, or pursue the grievance to the next step of the resolution process.

**6.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by TEA and may, at its discretion, be introduced at Step 2 of the grievance procedure within twenty-one (21) days of the alleged violation or within twenty-one (21) days of when TEA reasonably should have known of the alleged violation.

A grievance shall be processed in accordance with the following procedure:

Step 1- A grievance shall be submitted in writing by TEA or the employee, within twenty (21) days of the alleged contract violation or within twenty-one (21) days of when TEA reasonably should have known of the alleged violation to the grieving employee's immediate supervisor. The grievance shall include a description of the incident, the date it occurred and the applicable provision of the collective bargaining agreement. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing to TEA within fourteen (14) days after being notified of the grievance.

Step 2 – If the grievance is not resolved at Step 1, it shall be forwarded to the Division

1 Manager or his/her designee within twenty-one (21) days of the Step 1 written response. The  
2 Division Manager or his/her designee shall convene a meeting with TEA within fourteen (14) days  
3 after receipt of the grievance. The meeting may include the aggrieved employee at their option. The  
4 Division Manager or his/her designee shall answer the grievance in writing to TEA within twenty-one  
5 (21) days after the meeting.

6 Step 3 – If the grievance is not resolved at Step 2, either of the signatory parties to this  
7 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the County's  
8 Step 2 response either party may file a Demand for Arbitration. TEA's demand will be filed with the  
9 Manager of the Labor Relations Section of the Human Resources Division of the Department of  
10 Executive Services.

11 After the Demand for Arbitration is filed, the County and TEA will meet to select by mutual  
12 agreement an arbitrator. If the parties are unable to arrive at an agreement, either party may petition  
13 for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC), after  
14 which an arbitrator shall be selected by the alternate striking of names, the first strike to be  
15 determined by a coin flip.

16 **6.3 Arbitrator's authority:** In connection with any arbitration proceeding held pursuant to  
17 this Agreement, it is understood as follows:

18 1) The arbitrator shall have no power to render a decision that will add to, subtract  
19 from, alter, change or modify the terms of this Agreement, and their power shall be limited to the  
20 interpretation or application of the express terms of this Agreement, and all other matters shall be  
21 excluded from arbitration.

22 2) The decision of the arbitrator shall be final, conclusive and binding upon the  
23 County, TEA and the employee involved.

24 3) The cost of the arbitrator shall be borne equally by the County and TEA, and each  
25 party shall bear the cost of presenting its own case, including attorneys' fees.

26 4) Unless otherwise agreed to in writing by the parties, the arbitrator's decision shall  
27 be made in writing, and shall be issued to the parties within thirty (30) days after the case is  
28 submitted to the arbitrator.

1                   5) Any arbitrator selected under Step 3 shall function pursuant to the voluntary labor  
2 arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing  
3 by the parties.  
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## **ARTICLE 7: HOLIDAYS**

### **7.1 Celebrated Holidays:**

A. All regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

<i><b>Holiday</b></i>	<i><b>Date Celebrated</b></i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th
Two (2) Personal Holidays	

B. And, any special or limited holidays as declared by the president of the United States or governor and as approved by the State of Washington, and as approved by the Council. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay, an eligible employee must be in pay status the workday before and the workday after the holiday. However, an employee who has successfully completed at least five (5) years of County service and who retires at the end of the month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday. Holiday pay shall not exceed eight (8) hours of pay in a work unit that has a standard forty-hour (40-hour) work week schedule.

1           **7.2 Personal Holidays:** Regular, probationary, provisional and term-limited temporary  
2 employees shall receive two (2) personal holidays (as shown in 7.1) to be administered through the  
3 vacation plan. One (1) day shall be accrued on the first of October and one (1) day shall be accrued  
4 on the first of November of each year. These days may be used in the same manner as any vacation  
5 day earned.

6           **7.3 Part-time Scheduled Employees:** Regular, probationary, provisional and part-time term-  
7 limited temporary employees who work a part-time schedule receive paid holidays prorated based on  
8 their work schedule consistent with 7.1 and 7.2.

9           **7.4 Holiday Compensation:**

10           A. Full-time employees who are eligible for holiday pay shall receive time and one-  
11 half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A. above. This  
12 holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)  
13 straight time hours of holiday pay. Employees who work the holiday shall either receive an  
14 additional day's pay at their regular, straight-time hourly rate or shall at their option receive a  
15 substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not  
16 taken off within one (1) year shall be compensated for in cash.

17           B. Part-time employees who are eligible for holiday pay and are assigned to work on  
18 a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours  
19 worked. In addition to the holiday compensation for actual hours worked, the employees shall  
20 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay  
21 shall be pro-rated based on the employees regularly scheduled working hours. Employees will not be  
22 compensated for holidays falling on days that they are not regularly scheduled to work.

23           **7.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with  
24 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating  
25 through the list of employees by classification and seniority. If there are insufficient volunteers,  
26 employees will be selected by the County using a rotation process. Employees may exchange  
27 assigned holidays so long as the County incurs no additional costs. Employees proposing the  
28 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the

1 holiday. Any exchange of holiday assignments will obligate both employees to work those days that  
2 they have exchanged.

## **ARTICLE 8: VACATIONS**

### **8.1 Vacation Leave Accrual Schedule:**

Regular, probationary, provisional and term-limited temporary employees shall be eligible for vacation leave benefits as described in the following table except in those instances expressly stated in this Article as an exception:

<b>Full Years of Service</b>		<b>Vacation Days Earned (8 hour day)</b>
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year and beyond	26	30

**8.2 Part-time Employees:** Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in 8.1; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled work week.

**8.3 Vacation Accrual:** Employees eligible for vacation leave shall accrue vacation leave

1 from their date of hire in a leave eligible position. Employees who work less than a full-time  
2 schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek. Employees  
3 may accrue up to sixty-days (60) vacation prorated to reflect their normally scheduled workday.  
4 Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of  
5 each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture  
6 of the vacation leave beyond the maximum amount unless the manager/designee has approved a  
7 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as  
8 may be in the best interests of the County.

9 **8.4 Vacation Eligibility:** Employees eligible for vacation leave shall not be eligible to take  
10 or be paid for vacation leave until they have successfully completed their first six (6) months of  
11 County service in a leave eligible position, and if they leave County employment prior to  
12 successfully completing their first six (6) months of County service, shall forfeit and not be paid for  
13 accrued vacation leave. Vacation may not be used until earned.

14 **8.5 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of  
15 separation up to the maximum accrual amount if they have successfully completed their first six (6)  
16 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall  
17 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of  
18 leaving County employment less mandatory withholdings. If an employee leaves prior to successful  
19 completion of the six months of County service, they shall forfeit and not be paid for accrued  
20 vacation leave.

21 **8.6 Vacation Schedules:** The manager/designee will be responsible for scheduling vacation  
22 of employees in such a manner as to achieve the greatest vacation opportunity for the employees  
23 while maintaining the efficient functioning of the work unit. No employee shall work for  
24 compensation for the County in any capacity during the time that the employee is on vacation.

25 **8.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to sixty (60)  
26 days vacation prorated to reflect their normally scheduled workday. Employees eligible for vacation  
27 leave shall use vacation leave beyond the maximum accrual amount prior to December 31 of each  
28 year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of

the vacation leave beyond the maximum amount unless the manager/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

**8.8 Payout on Separation due to Death:** In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of County service in a paid leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

**8.9 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from County employment in good standing or is laid off and subsequently returns to County employment within two (2) years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under 8.1.

**8.10 Partial Payments:** Employees who are FLSA overtime eligible may use vacation in half hour (1/2) increments. FLSA-exempt employees may use vacation in increments of not less than one (1) day.

**8.11 Limited use on Probation:** Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued in their prior position while they are in a probationary status in their new position subject to the approval of the manager/designee.

**8.12 Vacation Donation:** Any regular full-time or regular part-time employee who has completed at least one (1) year of service may donate to any other regular employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's straight-time rate of pay. Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating vacation hours. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

Donated vacation must be used within ninety (90) calendar days. Donated vacation not used within 90 days or due to the death of the receiving employee shall revert to the donor.

**ARTICLE 9: SICK LEAVE**

**9.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. Sick leave may be used by employees covered by the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick leave for absences of one full workday.

**9.2 Vacation as an extension of Sick Leave:** During the first six (6) months of service in a paid leave eligible position, eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

**9.3 Partial Day Increments:** Sick leave may be used in one half (1/2) hour increments.

**9.4 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by paid leave eligible employee.

**9.5 Restoration following Separation:** Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the paid leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

**9.6 Pay upon Separation:** A paid leave eligible employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

**9.7 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick leave

1 before taking unpaid leave for his/her own health reasons. If the injury can be compensated under  
2 the County's workers compensation program, then the employee has the option to augment or not  
3 augment time loss payments with the use of his/her accrued sick leave.

4 **9.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee  
5 will choose at the start of the leave whether the particular leave would be paid or unpaid (see 9.11);  
6 but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of  
7 up to eighty (80) hours of accrued sick leave.

8 **9.9 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her  
9 sick leave may use accrued vacation leave before going on leave of absence without pay.

10 **9.10 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

11 A. The employee's bona fide illness; provided, that an employee who suffers an  
12 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
13 in a total amount greater than the net regular pay of the employee;

14 B. The employee's incapacitating injury, provided that:

15 1. An employee injured on the job may not simultaneously collect sick leave  
16 and worker's compensation payments in a total amount greater than the net regular pay of the  
17 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
18 pay through the use of sick leave will be deemed on unpaid leave status;

19 2. An employee who chooses to augment workers compensation payments  
20 with the use of accrued sick leave unless s/he notifies the workers compensation office in writing at  
21 the beginning of the leave otherwise;

22 3. An employee may not collect sick leave and worker's compensation time  
23 loss payments for physical incapacity due to any injury or occupational illness that is directly  
24 traceable to employment other than with the County.

25 C. Exposure to contagious diseases and resulting quarantine.

26 D. A female employee's temporary disability caused by or contributed to by  
27 pregnancy and childbirth.

28 E. The employee's medical, ocular or dental appointments provided that the

1 employee's manager/designee has approved the scheduling of sick leave for such appointments.

2           **F.** To care for the employee's eligible child or child of employee's spouse or  
3 domestic partner if the child has an illness or health condition which requires treatment or  
4 supervision from the employee;

5           **G.** To care for other family members, if:

6                   **1.** The employee has been employed by the County for twelve (12) months or  
7 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
8 months,

9                   **2.** The family member is the employee's spouse or domestic partner, the  
10 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
11 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
12 employee, the employee's spouse or domestic partner, employee's grandparent; and,

13                   **3.** The reason for the leave is one of the following:

14                           **a.** The birth of a son or daughter and care of the newborn child, or  
15 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
16 within twelve (12) months of the birth, adoption or placement;

17                           **b.** The care of the employee's child or child of the employee's spouse  
18 or domestic partner whose illness or health condition requires treatment or supervision by the  
19 employee; or

20                           **c.** Care of a family member who suffers from a serious health  
21 condition.

22           **H.** Leave eligible employees who do not qualify for use of sick leave as provided  
23 under 9.10.G can use sick leave in the maximum amount of three (3) days per calendar year when an  
24 employee is required to care for an immediate family member who suffers from a serious health  
25 condition; except, if the immediate family member is a child as defined in 9.13 in which case the use  
26 of sick shall not be limited to three (3) days.

27           **9.11 Unpaid Leave:** An employee may take a total of up to eighteen (18) work weeks unpaid  
28 leave for his or her own serious health condition, and for family reasons as provided in Sections

9.10.F and 9.10.G combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

**A. Birth or Adoption:** When a leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's manager/designee.

**B. Reduced Schedules:** An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

**C. Temporary Transfer:** If an employee requests intermittent leave or leave on a reduced leave schedule, under Section B. above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

**9.11.1 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

**9.11.2 Insurance Premiums:** The County will continue its contribution toward health care during any unpaid leave taken under Section 9.11.

**9.11.3 Return to Work from Unpaid Leave:** An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

**A.** The same position s/he held when the leave commenced; or

**B.** A position with equivalent status, benefits, pay and other terms and conditions of employment; and

**C.** The same seniority accrued before the date on which the leave commenced.

**9.11.4 Failure to Return to Work:** Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

**9.12 Provider Certification:** The manager/designee and employee is responsible for the

proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

**9.13 Definition of Child:** For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

**9.14 FLSA:** Employees who are FLSA overtime eligible may use sick leave in half (1/2) hour increments.

**9.15 King County Family and Medical Leave:** Employees shall be entitled to family medical leave, as provided by the King County Family Medical Leave Act, the federal Family Medical Leave Act, and any Washington state laws that provide for family medical leave. For reference purposes, the current texts of the King County Family Medical Leave Act and RCW 49.12.270 are attached as Addendums B and C, respectively.

**ARTICLE 10: GENERAL LEAVES**

**10.1 Donation of Leaves:** Donation of vacation leave hours and donation of sick leave hours.

**A. Vacation leave hours:**

**1. Approval Required:** An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

**2. Limitations:** The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

**3. Return of Unused Donations:** Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

**B. Sick leave hours:**

**1. Written Notice Required:** An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

**2. Minimum Leave Balance Required (Donor):** No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

1                               **3. Return of Unused Donations:** Donated sick leave hours must be used  
2 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death  
3 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
4 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
5 contained in this Agreement. For purposes of this Article, the first hours used by an employee will  
6 be accrued sick leave hours.

7                               **C. No Solicitation:** All donations of vacation and sick leave made under this Article  
8 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
9 any other compensation or benefits in exchange for donating vacation or sick leave hours.

10                              **D. Conversion Rate:** All vacation and sick leave hours donated will be converted to  
11 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
12 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
13 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's  
14 straight time hourly rate at the time of re-conversion. An employee eligible for paid leave benefits  
15 may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter  
16 3.12.223 of the King County Code (K.C.C.).

17                              **10.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for  
18 paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures  
19 such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take  
20 five (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

21                              **A.** The employee gives the manager/designee reasonable advance notice of the need  
22 to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where  
23 there is reasonable expectation that the employee's failure to donate may result in serious illness,  
24 injury, pain or the eventual death of the identified recipient.

25                              **B.** The employee provides written proof from an accredited medical institution,  
26 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other  
27 organs or tissue or to participate in any other medial procedure where the participation of the donor is  
28 unique or critical to a successful outcome.

1 C. Time off from work for the purpose set out above in excess of five (5) working  
2 days will be subject to the terms of this Agreement.

3 **10.3. Bereavement Leave:**

4 A. Employees eligible for paid leave benefits shall be entitled to three (3) working  
5 days of bereavement leave per occurrence of any death of members of their immediate family.

6 B. Employees eligible to accrue paid leave benefits who have exhausted their  
7 bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance  
8 when death occurs to any member of the employee's immediate family.

9 C. In cases of family care where no sick leave benefit exists, the employee may use  
10 vacation leave, compensatory time or may be granted leave without pay.

11 D. In the application of any of the foregoing provisions, when a holiday or regular  
12 day off falls within the prescribed period of absence, it shall not be charged against the employee's  
13 sick leave account nor bereavement leave credit.

14 E. For the purposes of this Section, a member of the immediate family is as follows:  
15 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild  
16 or grandparent of the employee, employee's spouse or employee's domestic partner.

17 **10.4 Leave – Examinations:** Employees eligible for paid leave benefits shall be entitled to  
18 necessary time off with pay for the purpose of participating in County qualifying or promotional  
19 examinations. This shall include time required to complete any required interviews.

20 **10.5 Jury Duty:**

21 A. Employees eligible for paid leave benefits who are ordered on a jury shall be  
22 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
23 mileage, with the Department of Finance. Employees shall report back to their supervisor on their  
24 next scheduled workday when dismissed from jury service.

25 **10.6 School Volunteer:** Employees eligible for paid leave benefits shall be allowed the use  
26 of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the  
27 school attended by the employee's child; provided, an employee requesting to use sick leave for this  
28 purpose will submit such request in writing specifying the name of the school and the nature of the

1 volunteer services to be performed.

2       **10.7 Military Leave:** A leave of absence for active military duty or active military training  
3 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
4 federal law; and County policy provided that a request for such leave shall be submitted to the  
5 manager/designee in writing by the employee and accompanied by a validated copy of military orders  
6 ordering such active duty or active training duty.

7       **10.8 Executive Leave:** Employees who are exempt from the overtime provisions of the  
8 FLSA shall be eligible for up to 10 days of Executive Leave annually. All employees who are  
9 exempt from overtime shall receive at least three (3) days of Executive Leave annually.

10       **10.9 Leave Without Pay:**

11               A. An employee eligible for leave benefits may take a leave of absence without pay  
12 for thirty (30) calendar days or less if authorized in writing by the employee's appointing authority.

13               B. An employee eligible for leave benefits may take a leave of absence without pay  
14 for more than thirty (30) calendar days if authorized in writing by the employee's appointing  
15 authority and the director.

16               C. Leaves of absence without pay shall be for periods not to exceed one (1) year  
17 except that the director may, in special circumstances, grant an extension beyond one (1) year.

18               D. Other employee benefits as provided in Chapter 3 of the King County Code shall  
19 not be provided to or accrue to the employee while on leave of absence without pay, except as  
20 provided in King County Code 3.12.220.

21               E. If a leave of absence without pay was granted for purposes of recovering health,  
22 the employee shall be required by the director to submit a physician's statement concerning the  
23 employee's ability to resume duties prior to return to work.

24               F. An employee on leave of absence without pay may return from the leave before its  
25 expiration date if the employee provides the appointing authority with a written request to that effect  
26 at least fifteen (15) days prior to resuming duties.

27               G. Failure to return to work by the expiration date of a leave of absence without pay  
28 shall be cause for removal and shall result in automatic termination of the employee from County

1 service.

2           **H.** A leave of absence without pay may be revoked by the director upon evidence  
3 submitted to the director by the appointing authority of the employee indicating that such leave was  
4 requested and granted under false pretenses, or that the need for such leave has ceased to exist.

5           **10.11 Inclement Weather:**

6           **A. Pay for employees in case of facility closure.**

7           **1.** If a facility is closed by order of the County Executive, regular, provisional,  
8 probationary and term limited temporary employees scheduled to work will be paid their normal  
9 salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or  
10 a reduction in force is implemented. If the shutdown extends for more than one week, the status of  
11 displaced workers may be reviewed by the Executive to determine whether a reduction in force due  
12 to either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as  
13 hourly employees.

14           Employees who previously request and have been approved for time off (e.g., vacation, sick  
15 leave, compensatory time off, executive leave, leaves of absence) will have hours deducted from their  
16 accruals as approved.

17           Employees designated as first responders and mission critical employees who are unable to  
18 report to work will have their time charged to vacation, comp-time (hourly), Executive Leave  
19 (salaried) or leave without pay unless the agency director determines that regular pay is warranted  
20 and waives the charging of the time missed.

21           **2.** Where a department or division director or agency administrator closes  
22 operations in his or her agency during the work day or orders employees to leave the premises  
23 because of safety concerns, employees (regular, provisional, probationary and term limited  
24 temporary) scheduled to work will be paid for the normally scheduled work day.

25           **3.** Continued closure of a facility outside the downtown core beyond the first  
26 day (or partial day) as described above must be approved by the Executive; otherwise, the facility  
27 will be deemed open.

28           **B. Pay for employees where facilities remain open for business.**

1           Where a department, office or facility remains open but conditions prevent an employee from  
2 reporting to work:

- 3                       1. The employee will notify his or her supervisor as soon as possible.
- 4                       2. The employee may request, and the supervisor may approve, the use of  
5 compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting  
6 from a county emergency, critical incident, or inclement weather. Sick leave may not be used in such  
7 instances except where appropriate under sick leave provisions of the King County Code, Personnel  
8 Guidelines and this collective bargaining agreement.

**ARTICLE 11: HOURS OF WORK AND OVERTIME**

**11.1 Standard Five-Eight (5-8) Workweek Schedule:** For FLSA non-exempt employees, the standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. However, the establishment of work schedules is vested solely within the purview of the County and may be changed from time to time with 2 weeks notice to the employee.

**11.2 Overtime Payment:** Employees covered by this bargaining unit who are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act are expected to work the hours necessary to satisfactorily perform their jobs. These employees are not eligible for overtime payments

**11.2.1** FLSA non-exempt employees shall be paid at an overtime rate of one and one half times their regular rate of pay for all hours worked in excess of their regularly scheduled work day or work week. Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the overtime eligibility threshold.

**11.2.2** All overtime shall be authorized in advance by the division manager/designee in writing, except in emergencies.

**11.3 Alternative Work Schedules:** A full-time employee may request, a four (4) day, forty (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative schedule in order to support the County Commute Trip Reduction program. Employees will submit written requests for alternative work schedule approval to the Section Manager/designee. Requests will be evaluated and approved or denied relative to the business needs of the organization, and must be reviewed at least annually. In administering any such alternative work schedule, the following working conditions shall prevail:

**A.** Employee participation shall be on a voluntary basis unless the Section Manager determines that an alternative schedule is essential to the business needs of the organization. The establishment of and approval for alternative work schedules is vested solely within the purview of the County and may be changed from time to time. Such changes will normally require at least two

1 (2) weeks notice to the employee.

2           **B.** If a holiday designated pursuant to Section 7.1 falls on a Saturday or on a Friday  
3 that is the normal day off, then the holiday will be taken on the last normal workday. If a designated  
4 holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on  
5 the next normal workday. This schedule will be followed unless the employee and his or her  
6 supervisor determine that some other day will be taken for the holiday; provided, however, that in  
7 such case the holiday time must be used no later than the end of the following pay period.

8           **C.** If multiple employees in a work group desire an alternative work schedule with the  
9 same days off, the County may, upon written notice to TEA, subject requests for alternative  
10 schedules to a bidding process, with priority given to employees in order of decreasing seniority.

11           **D.** Employees who currently work on an alternative work schedule shall be permitted  
12 to retain that work schedule, subject to the management approval requirements in Section A.

13           **11.4 Compensatory Time:** An overtime eligible employee may request, and with approval of  
14 the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall  
15 be earned at the rate of one and one-half (1.5X) hours for each hour worked.

16           **11.5 Emergency Call Back:**

17           An FLSA non-exempt employee covered by this Agreement who is called to duty  
18 after completion of his or her regular shift or work week shall be granted a minimum of four (4)  
19 hours pay at the applicable overtime rates.

20           An Emergency Call Back shall be defined as a circumstance where an employee has  
21 left the work premises at the completion of his or her work regular work shift and is required to  
22 report to duty prior to the start of his or her next regularly scheduled work shift. An employee who is  
23 called back to report to work before the commencement of his or her regular work shift shall be  
24 compensated in accordance with the Emergency Call Back provisions of this Collective Bargaining  
25 Agreement.

26           **11.6 Telecommuting:** TEA and the County mutually recognize the importance of regularly  
27 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with  
28 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an

1 alternative telecommuting work schedule for a limited period of time for the purpose of  
2 accommodating and balancing the individual needs of an employee and the business needs of the  
3 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER-  
4 18.4 (AEP), and any amendments thereto.

5       **11.7 Home Free Guarantee:** The County will operate a program to provide employees with  
6 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,  
7 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated  
8 overtime that day which requires the employee to leave work at other than the employee's regularly  
9 scheduled quit time. Determination of what constitutes a qualified emergency will be made at each  
10 worksite by the employee designated by the County. Employees can exercise their home free  
11 guarantee a maximum of eight (8) times per calendar year.

**ARTICLE 12: REDUCTION IN FORCE**

**12.1 Order of layoff:** In the event of a reduction in force due to lack of work, lack of funds or considerations of efficiency, the order of layoff will be determined by classification on the basis of seniority. Where two or more regular employees within a classification are of equal seniority, bargaining unit seniority shall determine the order of layoff between those employees. If the employees are still tied after consideration of bargaining unit seniority, total County service shall break the tie. If the employees are still tied, the County shall break the tie by considering merit.

**12.2 Seniority Calculation:** Seniority shall be the total time spent in a particular classification. Part-time employees shall receive full credit. For instance, a 3/4 time employee who works for 1 year in a classification shall have one (1) full year seniority in that position. Employees may only bump into lower level classifications within the same classification series. If an employee is bumped to a lower level classification in a classification series, the employee's seniority shall be all of the time spent in the lower level classification combined with any time spent in higher level classifications in the same class series.

**12.3. Classification Series:** The classification series shall be as follows:

1. Engineers
2. Designers
3. Construction Management
4. Project Control Engineering
5. ISP
6. Admin Spec
7. Administrator
8. Business and Finance Officer
9. Property Agent
10. Transportation Planner

If additional classifications are added to the bargaining unit, the parties will negotiate the impact on this list of classification series.

**12.4 Example:**

1. Employer decides to layoff an Engineer III.
2. There are 3 Engineer IIIs. One with 2 years as an Engineer III, one with 4 years,

one with 6 years.

3. The Engineer III with 2 years will be laid off.

4. The laid off Engineer III may try to bump into a lower classification in the series.

If the Engineer III had 2 prior years as an Engineer II, the Engineer III has 4 years for purpose of bumping into the Engineer II classification.

**12.5 Qualifications:** No employee may bump another employee in a classification unless the bumping employee meets the minimum qualifications for the position to which he/she intends to bump.

**12.6 Re-call Rights:** A regular employee who is laid off will have recall rights to his/her previous position for two (2) years from the date of layoff. An employee retains his/her recall rights if he/she accepts a lesser position with the County. An employee who is laid off shall forfeit his/her recall rights if he/she refuses a recall.

**12.7 Notice of Recall:** A regular employee will have ten (10) days from the date the notice of recall is sent by certified mail in which to notify the County of whether he/she will accept the position. The County will consider the employee's failure to notify the County within ten (10) days a refusal; however, if the County determines that there are warranting circumstances, it may accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of his/her current address.

**12.8 Reinstatement:** A regular employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and vacation leave accrual rate restored.

**ARTICLE 13: NON-DISCRIMINATION**

The County shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, TEA activities, marital status, physical, mental or sensory disability.

1 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **14.1 No Work Stoppages:** The County and the Association agree that the public interest  
3 requires efficient and uninterrupted performance of County services and to this end pledge their best  
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association  
5 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform  
6 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
7 County functions by employees under this Agreement and, should same occur, the Association agrees  
8 to take appropriate steps to end such interference. Any concerted action by employees shall be  
9 deemed a work stoppage if any of the above activities occurs.

10       **14.2 Association's Responsibilities:** Upon notification in writing by the County to the  
11 Association that any of its members are engaged in work stoppage, the Association shall  
12 immediately, in writing, order such members to immediately cease engaging in such work stoppage  
13 and provide the County with a copy of such order. In addition, if requested by the County, a  
14 responsible official of the Association shall publicly order such employees to cease engaging in such  
15 a work stoppage.

**ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN**

During County-wide open enrollment at the end of 2004, benefit-eligible employees will move, effective January 1, 2005, to the County-wide benefit program described in Addendum A to this Agreement. Employees shall remain in the County-wide benefit program through the end of 2005.

**ARTICLE 16: SAVINGS CLAUSE**

Should any part hereof or any provision in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions of this Agreement shall remain in full force and effect.

**ARTICLE 17: WAGE RATES**

**17.1** Employees in the bargaining units covered by this Agreement as of the date of its implementation will receive a one-time payment of \$1,200.00

**17.2** Wage adjustments under this Agreement shall be retroactive to February 4, 2002.

**17.3 2002 Wage Rate:** Effective February 4, 2002, the pay for all classifications in the bargaining unit shall be increased across the board above the rates in effect as of February 3, 2002, by 5.8%.

**17.4 2003 Wage Rate:** Effective January 1, 2003, the pay for all classifications in the bargaining unit shall be increased across the board by 2.0%.

**17.5 2004 Wage Rate:** Effective January 1, 2004, the pay for all classifications in the bargaining unit shall be increased by a percentage equal to 90% of the increase in the Seattle CPI index (from June to June) with a minimum increase of 2% and a maximum increase of 6%.

**17.6 Step Increase and Merit Pay:** Upon satisfactory completion of a six (6) month probationary period, regular employees shall be advanced to Step 2, if the rate currently held is Step 1. A one-step increase for completion of probation for regular employees at Step 2 or above is permissive, and may be given at the discretion of the appointing authority.

Every employee who received at least a satisfactory year-end evaluation and who is not at the top of his or her schedule will advance the equivalent of one step as per existing practice on January 1 of the following year. An employee at the top of his or her schedule shall be eligible for merit increases according to the existing practice.

1 **ARTICLE 18: EMPLOYEE RIGHTS**

2 **18.1 Review of Personnel Files:**

3 The only personnel files will be the Department personnel file and the Section personnel file.  
4 Additionally, supervisors may keep a “working file” which may be used for the purpose of  
5 developing an annual evaluation. Such materials will be purged from this working file when the  
6 evaluation is finalized. Notes taken for such purpose may be added to the personnel file.

7 A copy of material placed into an employee’s personnel file(s) shall be provided to the  
8 employee at the time of its placement in the file.

9 Upon request, an Employee can schedule an appointment to review his/her personnel files.  
10 An Employee may authorize his/her Association representative to obtain a copy of his/her personnel  
11 files. An Employee may also review and copy, upon request, any files to which s/he has a legal right  
12 to access. Employees who challenge material included in their personnel files are permitted to insert  
13 material relating to the challenge.

14 **18.2 Union Representation:** An Employee, at this/her request has the right to Association  
15 representation at any meeting which s/he reasonably believes may lead to disciplinary action against  
16 the Employee. If the employee requests TEA representation in such a matter, the Employee will be  
17 provided reasonable time to arrange for TEA representation. The parties acknowledge that in certain  
18 instances a reasonable time may be as little as that same day.

19 **18.3 Release Time and Facilities Access:**

20 **18.3.1 Workplace Access:** An employee authorized by TEA to serve as its representative  
21 may visit the work location of other employees at reasonable times for purpose of administering the  
22 terms of this Agreement. TEA shall regularly submit a list of its designated representatives to the  
23 Manager of Design and Construction. If the TEA representative is making a worksite visit during his  
24 or her regular work hours, s/he will obtain agreement from his/her supervisor. Before visiting the  
25 work location, the TEA representative must contact the supervisor or manager of that location to  
26 ensure that the worksite visit will not unduly interfere with normal operations at the worksite.

27 **18.3.2 Release Time:** When it is necessary during a TEA representative’s work hours for  
28 that TEA representative to participate in County meetings (i.e. investigatory interviews, Labor-

management meetings, negotiations, or grievance hearings) the TEA representative shall be on paid time. In no instance shall the release of the TEA representative for this purpose interfere with County operations. Release time shall be permitted for contract negotiations for a total of up to four (4) people to bargain contracts for the two (2) transit TEA bargaining units.

**18.3.3 Bulletin Boards:** The County will permit the union to post or distribute, in the Employees work locations announcement of meetings, elections of officer, and other Association materials, provide there is sufficient space beyond what is required by the County for normal operations. Only recognized officers, stewards and authorized representative of the TEA will be entitled to post TEA materials.

**ARTICLE 19: CONTRACTING OUT**

The County agrees not to contract out the work typically performed by TEA members to outside employers if such contracting out would result in a reduction in force of Association employees in regular full-time positions.

1 **ARTICLE 20: BUS PASSES**

2       **20.1** Employees eligible for leave and insured benefits and eligible retirees as defined in this  
3 section shall be issued a transit bus pass entitling the holder to ride without payment of fare on public  
4 transportation services operated by or under the authority of the County. In addition, such employees  
5 shall be entitled to use the transit bus pass to ride without payment of fare on public transportation  
6 services operated by or under the authority of Pierce Transit, Kitsap Transit and Community Transit,  
7 subject to agreements with such agencies as may be entered into by the executive. Use of transit bus  
8 passes shall be restricted to such employees and retirees, and any unauthorized use shall, at a  
9 minimum, result in forfeiture of the passes. Employees not eligible for leave and insured benefits  
10 under this chapter shall not receive transit passes or any transit bus pass subsidy.

11       **20.2** For purposes of this section, “eligible retiree” means an employee eligible for leave and  
12 insured benefits under this chapter who (1) separates from employment with the County while  
13 holding a position determined by the director of the Department of Transportation to be dedicated  
14 exclusively to the public transportation function, and (2) on the date of said separation is eligible to  
15 receive benefits from a retirement system established pursuant to state law.

16       **20.3 Automobile Reimbursement:** No employee shall be required as a condition of  
17 employment to provide a personal automobile for use on County business. Any use of a personal  
18 automobile for County business shall be mutually agree to by the County and the employee and shall  
19 be reimbursed at the rate established by the Internal Revenue Service.

**ARTICLE 21: WORK OUT-OF-CLASSIFICATION**

Employees may be assigned work out of their regular classification. If the assigned work is to a lower classification, the employee will receive his/her normal rate of pay. Work out of the employee's regular classification to a higher paying classification shall be assigned in writing by the manager/designee prior to the work being performed. Compensation for the out-of-class assignment shall begin the day identified in the written assignment, but shall not be retroactive. Nothing in this article shall limit management from assigning an employee incidental work outside of the employee's current classification; such incidental work assignment shall not constitute the basis for an out-of-class assignment. An employee reserves the right to bring to the attention of his or her supervisor any instance where he or she has been asked to perform or has been performing ongoing work predominantly covered by a higher classification. No employee may assume the duties of a higher paid position without formal assignment, except in a bona fide emergency, or in the case of incidental work as described above. Pay rates for work in a higher classification will be in accordance with County policy.

**ARTICLE 22: SAFETY AND STANDARDS**

The County and its employees value a safe working environment and recognize their mutual obligation to maintain safety standards. The County shall adopt and enforce a program in accordance with applicable state and federal laws and regulations. The County may create and enforce safety standards above those required by law, provided that nothing in this Article waives TEA's rights to collectively bargain. The County shall supply and maintain safety-related items and equipment as required by law or Department or Division policy or directive.

**ARTICLE 23: PROMOTIONS**

The County and the Association agree to develop and maintain a promotional system that will allow employees to be promoted to job classifications in the bargaining unit depending on their demonstrated skills, knowledge, and the availability of higher level work and funding. The benefits to the employees and the organization include the following:

- Increases efficiency and effectiveness by retaining trained and qualified employees
- Promotes a productive, high quality work environment
- Provides employees with career growth opportunities Design and Construction
- Enhances employee morale

The County and the Association have the following shared interests for filling vacancies of positions represented by the Association:

- Hiring the most qualified candidate to fill the position
- A quick and fair process
- Promoting from within

Management will determine staffing requirements based on an analysis of the business needs. When new staffing positions are created or vacant positions are to be filled, it will be advertised to the bargaining unit members. Members shall complete and submit all requested application materials by the required application deadline.

Vacancies may be advertised simultaneously to the Association and outside the Association in the interest of efficiency. Application materials will be reviewed to identify those bargaining unit candidates who meet the minimum qualifications of the positions based on the “qualifications” and “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there are at least three (3) highly qualified internal applicants, management will interview a minimum of three (3) highly qualified candidates before considering outside candidates. One of these highly qualified candidates will be selected for the job. If there are fewer than three (3) highly qualified Association candidates, management may also consider the outside candidates. The most qualified candidate will be selected. Management’s decision on who is the most qualified applicant is solely

within its discretion and is not grievable under this Agreement.

1 **ARTICLE 24: DURATION**

2 This Agreement shall be effective through December 31, 2004.

3  
4  
5 The parties agree that the above is an accurate description of the award in the TEA interest  
6 arbitration and is a legally enforceable document.

7 The County agrees to abide by RCW 41.56.470 during the pendency of subsequent contract  
8 negotiations.

9  
10  
11  
12  
13 For the Association:

For the County:

14  
15 \_\_\_\_\_  
16 Eric Mandel  
17 President

\_\_\_\_\_  
Anita Whitfield  
Director  
Human Resources Division